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Attorneys for Defendants
Aaron Shoaf, Effective Marketing LLC and
MoneyMutual LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DINAH PHAM et al.,

Plaintiffs,

v.

JP MORGAN CHASE BANK, N.A. et al.,

Defendants.

No. 3:12-cv-06579-JCS

**STIPULATION RE
APPEARANCES, MOTION TO
REMAND, AND RESPONSIVE
PLEADINGS**

Defendants AARON SHOAF (“Aaron”), EFFECTIVE MARKETING LLC (“Effective”),
MONEYMUTUAL LLC (“MoneyMutual”) (erroneously sued herein as “MoneyMutual”), JP
MORGAN CHASE BANK, N.A. (“JP Morgan Chase”) and WELLS FARGO BANK, N.A. (“Wells
Fargo”) (collectively, the “Defendants”), on the one hand, and Plaintiffs DINAH PHAM, PAULA
BERNAL and MARY F. BAILEY (collectively, “Plaintiffs”), on the other hand, by and through their
respective counsel of record, hereby stipulate as follows:

WHEREAS:

1 A. Shoaf and Effective were properly served with the summons and First Amended
2 Complaint (“FAC”), but dispute whether they are subject to personal jurisdiction;

3 B. MoneyMutual contends that it has never been properly served with the summons and
4 FAC, and Plaintiffs contend that MoneyMutual has been properly served with the summons and
5 FAC;

6 C. MoneyMutual removed this action to this Court on December 31, 2012;

7 D. JP Morgan Chase and Wells Fargo were properly served with the summons and First
8 Amended Complaint (“FAC”);

9 E. Plaintiffs intend to move for remand of this action to the Superior Court of the State of
10 California, in and for the County of Alameda;

11
12 It is hereby STIPULATED between the parties as follows:

13 1. MoneyMutual agrees to voluntarily appear and respond to the FAC, by answer or
14 otherwise, as provided in Paragraph 3 below, and at no time hereafter will move in any court to quash
15 service of process;

16 2. MoneyMutual does not hereby concede that it was properly served with the summons
17 and FAC, and Plaintiffs do not hereby concede that MoneyMutual was not properly served with the
18 summons and FAC;

19 3. Shoaf and Effective intend to contest personal jurisdiction, and by entering into this
20 Stipulation do not waive their right to do so, but agree not to later attempt to remove this action
21 should it be remanded to the Alameda County Superior Court;

22 4. JP Morgan Chase and Wells Fargo agree to appear through their counsel filing notices
23 of appearance within five court days of the filing of this Stipulation, and will join in MoneyMutual’s
24 removal of the action to this Court. The parties acknowledge that JP Morgan Chase and Wells Fargo
25 have the right to assert any other grounds presently existing in support of their respective joinders in
26 the removal;

1 5. The parties acknowledge that should Plaintiffs' intended motion to remand be granted,
2 and new and different circumstances arise during the course of the action which support removing the
3 action to federal court on the bases of new grounds or evidence that could not previously have been
4 presented by a Defendant, Defendants reserve all their respective rights to do so.

5 6. The parties agree that all Defendants shall have an extension of time to answer or
6 otherwise respond to the FAC until 20 days after resolution by the Court of Plaintiffs' intended
7 motion to remand or, should such motion not be filed or made moot by other developments, until a
8 date to be agreed upon by counsel for the parties, subject to order of either this Court or the Alameda
9 County Superior Court, as appropriate.

10 7. Other than to move to quash service of process (which motion all Defendants
11 expressly agree not to bring), the Defendants each reserve their respective rights to respond to the
12 FAC by answer or any proper motion, including but not limited to by moving to dismiss for lack of
13 personal jurisdiction.

14
15 Dated: January 10, 2013

PUTTERMAN LOGAN & GILES, LLP

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18 By /S/
Donald J. Putterman
19 Attorneys For Defendants Aaron Shoaf,
20 Effective Marketing LLC, and
MoneyMutual LLC
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1 Dated: January 10, 2013

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2
3 By /S/

4 Bruce A. Ericson

5 Attorneys For Defendant Wells Fargo Bank,
6 N.A.

7 Dated: January 10, 2013

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9 By /S/

10 Molly Moriarty Lane

11 Attorneys For Defendant JPMorgan Chase Bank,
12 N.A.

13 Dated: January 10, 2013

LAKESHORE LAW CENTER

14
15 By /S/

16 Jeffrey Wilens

17 Attorneys For Plaintiffs Dinah Pham, Paula
18 Bernal, and Mary F. Bailey

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20 Dated: Jan. 14, 2013

